



**Superior Court of California
County Of San Bernardino**

**Executive Office
172 West Third Street, 2nd Floor
San Bernardino, CA 92415-0302**

Request for Bids

Digital Dictation and Transcription System

**Bid No. 05-05
Bid Due Date: February 22, 2005
Time: 10:00 a.m.**

No late bids will be accepted

Go to web address to download bid document

<http://www.sbcounty.gov/courts/>

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NOTICE TO BIDDERS

Agency: Superior Court of California, County of San Bernardino
Executive Office

**Bid Due
Date:** February 22, 2005

Time: 10:00 a.m.

Project: Digital Dictation and Transcription System

**Submission
Of Bids:** Bids must be submitted in a sealed envelope and clearly marked on the outside of envelope with: ***bid number, due date and project title. No late bids will be accepted. It is the responsibility of bidder to assure their bid is received at in the Purchasing Service Unit. Addendums may be posted on Court website. It is the responsibility of bidders to verify addendums prior to bidding.***

Sent To: Superior Court of California, County of San Bernardino
Executive Office - Purchasing Services Unit
172 West Third Street, 2nd Floor
San Bernardino, CA 92415-0302

**Pre-Bid
Conference:** N/A

Contact: Questions regarding bidding and contracting with the Court
Steve Records, Purchasing Manager (909) 387-6794

For technical questions contact: Tony Williams (909) 386-8546

**Special
Conditions:** N/A

1. DEFINITIONS:

- 1.1 "COURT" shall mean the Superior Court of California, County of San Bernardino.
- 1.2 "PROPOSAL" shall mean the response to this Request for Bids and is interchangeable with Quote and Bid.
- 1.3 "OFFEROR" shall mean any person, firm, partnership, or corporation submitting a proposal to the Court in response to this solicitation.
- 1.4 "CONTRACTOR" shall mean the offeror whose proposal is accepted by the Court and who has entered into an agreement with the Court to provide the products/services described herein.
- 1.5 "VENDOR" shall mean the same, as contractor, bidder or offeror and all terms are interchangeable.
- 1.6 "CONTRACT" shall mean document executed upon acceptance of bidders offer including terms and conditions incorporated in the bid/proposal.

BACKGROUND:

The Court Executive Office provides administrative and business support to twelve (12) District Courts in the County of San Bernardino. The Court's centralized purchasing department supports all the Courts on their procurement needs. The Superior Court is governed by policies under the Administrative of Courts (AOC) guidelines.

The Court intends to purchase a Digital Dictation and Transcription system with support for no less than 20 dictators and 6 transcribers. This will include Turn-Key for products and installation.

INSTRUCTIONS

1.1 BID/PROPOSAL SUBMITTAL:

Vendors shall conform to all instructions and conditions as specified in the proposal document. **Bids must be submitted on Court bid form**. Failure to properly complete the bid document may result in bid being rejected. Bid documents may be accessed through the Court's Website: www.sbcounty.gov/courts/

Bidders shall submit only one bid per company. Bidders may not submit bids under another affiliation name. No alternate bids allowed unless stated in bid documents.

1.2 PROPOSAL RETURN:

All proposals must be sealed in an envelope and clearly state on the outside of the envelope: bid number, bid due date and project title.

1.3 LATE PROPOSALS:

NO LATE PROPOSALS WILL BE ACCEPTED. ANY LATE BIDS RECEIVED WILL BE RETURNED UNOPENED TO THE PROSPECTIVE BIDDER. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE BIDS HAVE BEEN RECEIVED BY THE COURT.

1.4 PROPOSAL OPENING:

Proposals will be opened on the date and time indicated. No determination of award shall be made at that time. Bidders may be present at bid opening if they choose to do so. Bidders not present may make an appointment to view bid documents at a later date.

1.5 PROPOSAL PREPARATION INSTRUCTIONS:

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after bid opening. The Court will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

1.6 PROPOSAL/BID PREPARATION COST:

Cost for preparing the bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the Court. All proposals received shall become the property of the Court.

1.7 ACCEPTANCES OR REJECTION OF PROPOSALS:

Proposals are subject to acceptance anytime within **sixty (60)** calendar days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties. The Court reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests. The Court realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interest; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

2.0 PRICE GUARANTEE:

All pricing quoted in this proposal shall remain valid for sixty (60) calendar days after the bid closing date.

3.0 PAYMENT:

Payment is made upon completion of project or receipt of goods.

4.0 DELIVERY:

Delivery is a part of the consideration and must be stated in definite terms and adhered to. Any damaged items shall be returned to the vendor and replaced with new items. Vendor shall be responsible for picking up items and any cost incurred.

5.0 VENDORS GUARANTEE:

A. In quoting, the vendor guarantees to make delivery of all items quoted, either from their stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to obtain identical items from any other source having that identical item.

B. Default by Vendor: the Court may procure the items from other sources and will charge the contract holder for excess costs so paid, and the prices paid by the Court shall be considered to be the prevailing market price at the time such purchase is made.

6.0 AWARD:

The Court reserves the option to make award(s) as it deems to be in the best interest of the Court. In addition, the Court reserves the right to reject, in its sole discretion, any or all bids, or any portions thereof, and to reject any items thereon. Court may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

7.0 INVOICES:

Invoices must reflect both the purchase order number and proof of delivery to initiate payment.

8.0 RETURNED MERCHANDISE:

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal. Upon Return Authorization vendor to issue credit within 30 calendar days from request submitted.

9.0 COMPLETION OF PROPOSAL:

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid items as equal, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute of equivalent items by providing samples for evaluation at no cost to the Court. The Court reserves the exclusive right to accept or reject any item.

TERMS AND CONDITIONS

10.0 PROTEST & APPEAL:

Only bidders may appeal the recommended award. Any appeal must be in writing, containing the Bid number, and be submitted within ten (10) calendar days prior to the Intent to Award. Appeals shall only be accepted on the following grounds:

- The Court failed to follow the selection procedures and adhere to the requirements specified in the Bid or any amendments or addenda.
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- There has been a violation of a State or Federal law.

Appeals will not be accepted on any other grounds.

11.0 IMPROPER CONDUCT:

Only individuals designated as authorized to respond to questions related to this Bid shall be contacted. Any bidder attempting to contact Court employees other than persons identified or during the pending award may be disqualified. Any bidder that engages in offering bribery or gratuities to Court employee for the purpose of influencing the bid outcome or award will disqualify.

12.0 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the Bid/RFP process or in the administration of a resulting contract, Court determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Court, the Vendor may be terminated from the Bid/RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

13.0 TERMINATION CLAUSE:

- a. In the event the Court exercises the right to terminate the contract for dissatisfaction, the Court will give the Contractor three (3) days written notice of such termination.
- b. The Court and the Vendor each reserve the right to cancel, for any reason, all or any portion of the services/products covered by this contract. To exercise this right, a thirty (30) - day written notice must be given.

14.0 PARTICIPATION OF GOVERNMENT AGENCIES:

~~Other governmental agencies defined under Public Contract Code (PCC 1100) at their option and through the Court Purchasing Authority, may avail themselves of the contract resulting from this bid. The vendor agrees in writing to such agency to extend same products and services under the terms of this bid. Such Governmental body shall make purchase directly and payment through the vendor. The Court will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.~~

~~The Court at its option may charge an administrative fee. Fee provisions of 1% of the total value of the order will be assessed for those agencies utilizing this bid award. The agency may negotiate and have vendor pay fee. Vendors marketing this bid award and obtaining orders as a result of this contract shall report to the Court Purchasing Manager those agencies or non-profit organizations, and the total dollar value of those orders. The using agency may contact the Court Purchasing Manager for copy of bid award documentation.~~

15.0 INDEMNITY AGREEMENT:

The vendor agrees to fully indemnify and defend the Court against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work or service under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the Court.

16.0 PROPRIETARY INFORMATION:

Proposals become the property of the Superior Court of California, County of San Bernardino. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified.

17.0 DAMAGE:

The vendor/contractor shall be held responsible for any breakage, loss of the Court's equipment or supplies through negligence of the vendor or his employee while working on the Court's premises. The vendor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The vendor shall immediately report to the Court any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property to the satisfaction of the Court will be a breach of this contract.

18.0 ASSIGNMENT:

The vendor/contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court thereto.

REQUIREMENTS

1. AGREEMENT:

Agreement shall commence upon notice to vendor or issuance of a purchase order to authorize delivery of product. Acceptance of vendors bid by the Court shall constitute a contract under the terms and conditions of this bid document.

2. DELIVERY:

Vendor shall be responsible for delivery. Equipment and software shall be delivered to one central location indicated on the Purchase Order.

3. RETURNS AND CREDITS:

Vendor shall be responsible for pick-up and facilitation of returns of products. Any credit requested by the Court shall be processed immediately.

4. PERFORMANCE:

Vendor's quality of products and service is part of this agreement. Vendor to have access to parts and components to support the equipment they are bid on.

5. SPECIFICATONS:

Specifications are to provide minimum requirements. Include in your bid package data specifications on equipment you are submitting a bid on. The Court will be responsible for maintenance of all cable/wiring.

6. DEMONSTRATION:

At the request of the Court bidder to supply complete demonstration of proposed solution and equipment prior to final purchase decision.

7. QUALIFIED VENDOR:

Vendor shall have minimum three (3) years in business under current company name. Vendor shall not sub-contract out service or repairs of units. Vendor shall provide technical support during business hours in accordance with the support agreement.

8. Vendor On Site Service

During the term service agreement all parts, labor, travel and related expenses to perform necessary repairs shall be included in the costs included within the service agreement. Parts shall be new and not reconditioned. Shipment of replacement parts shall occur on day requested by the Court. Shipping of replacement parts both to the Court and return to the Vendor shall be at no cost to the Court. Vendor to respond to on-site service call within 24 hours of notice.

9. Courts Direct Service Option:

Vendor to ship needed part/component at the request of Courts Technical Service Department. Court to perform needed service or repair. This request shall be at the discretion of the Court

10. Proposals Submitted

Submit with your bid written proposal on company letterhead outlining compliance to specifications and indicate any deviation.

SPECIFICATIONS

Digital Dictation and Transcription System

The Digital Dictation and Transcription System will be server based on the Windows 2003 Server operating system and client workstation operating systems Windows XP Pro and will be able to support no less than 20 dictators and 6 transcribers.

- The Court is seeking a software only solution which can be installed on standard servers which are maintained by the Court and upgraded over time.
- Server and workstation specifications must be supplied.
- All remote support will need to be supplied through a VPN authorized connection.
- It will also have the following functions and features:

* Concurrent transcription licenses (licensing is not per seat)
* Author can dictate jobs through multiple non-proprietary sources, i.e.; Digital Portable device, Telephone, PDA, USB Microphone and Internet.
* System utilizes existing IT infrastructure.
* Open Standards Architecture
* SQL based server software.
* 128 bit encryption.
* Multilevel security status for Transcribers.
* Drag and drop functionality.
* Job search capabilities.
* Configurable desktop capabilities (ability to change look and feel)
* Job sorting options.
* Keyboard shortcuts.
* Customizable foot pedals.
* Integration with Microsoft Word
* Ability for authors to review and edit jobs prior to transcription.
* Multi-user access to administrative manager.
* True Internet connectivity for remote users utilizing HTTP or HTTPS, there is no requirement for a WAN or VPN.
* Built-In SSL Support
* Speech Recognition Compatibility – Server Side
* Export Capability Across Multiple Formats
* Multi-Facility (Separate Database) Capability
* Ability to allocate Licensing Per Facility
* Online & Offline functionality: Authors must be able to dictate offline (without a connection to the server) and store their voice files locally on their PC, once the connection is established again voice files are to be automatically uploaded. Transcriptionists must also be able to download work to their local PC, once work is downloaded they can disconnect their connection to the server while still being able to transcribe, transcription can commence before a job or jobs have been downloaded
* Browser Based Administration
* Must include any required licenses for:
- PC Dictation Application
- PDA dictation
- Import of dictation files from PDA's
* Voice files are to be encrypted.
* Full system reporting. Such as but not limited to logfile, Input/output, transcriptionist logon/logoff, last used and custom.
* Ability to export reports to Crystal Reports

SPECIFICATIONS – continued

The Court requires the following additional devices that will be fully compatible with the Digital Dictation System being offered:

21 Digital Dictation Devices comparable to the Olympus OL-DS4000

7 Transcription Station setups to include foot pedals (USB preferred) and headsets.

Pricing to include licensing to cover at least 20 dictators and 6 transcribers, installation, support and project management for the initial installation in Rancho Cucamonga Court, California.

Bid must include annual support costs and coverage.

PRICING

Pricing sheet must be submitted to consider your bid

Product	Qty	Unit Price	Total Amount
Software			\$ _____
WinScribe Transcription Licenses	6	\$ _____	\$ _____
Digital Dictation Devices comparable to the Olympus OL-DS4000	21	\$ _____	\$ _____
USB Foot pedal	7	\$ _____	\$ _____
Headsets (Listening Device)	7	\$ _____	\$ _____
Project Management Support and Installation	Lot		\$ _____
		Sub Total	\$ _____
		Tax	\$ _____
		Grand Total	\$ _____

Remote Annual Support	Year	Total Cost
	1 st	\$ _____
	2 nd	\$ _____
	3 rd	\$ _____

BID AGREEMENT DOCUMENT

Bid Document Must be Signed

Bidder Company Name:

Address (Street, City, State, Zip):

Phone Number:

Fax Number:

E-Mail:

Federal Tax ID:

Person's Name and Title Submitting Bid (signature)

Person's Name and Title (print or type)

Do not write below this line

Upon acceptance of Contractors bid by the Superior Court of California, County of San Bernardino the Contractor hereby agrees to provide services set forth under the terms and conditions of this bid.

BIDDERS QUALIFICATIONS

Bidder to provide the following information:

1. Number of years under current business name

_____ (years)

2. Company Structure:

Manufacturer__ Dealer __ Wholesaler__

Other: _____

3. References

Provide references of (preferably) government agencies that you have provided same products or services.

<u>Agency Name</u>	<u>Contact</u>	<u>Phone #</u>
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1. _____	_____	_____
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2. _____	_____	_____
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3. _____	_____	_____
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4. Location of Your Company Service Center

5. Number of service technicians:
